



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

May 1, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 May 1, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

ACCEPT 2012 DISASTER CORPS PHASE II GRANT PROGRAM FUNDS APPROVE APPROPRIATION ADJUSTMENT (ALL DISTRICTS) (4 VOTES)

SUBJECT

Board approval is requested to accept and administer the County's allocation of \$125,000 from the 2012 Disaster Corps Phase II Grant Program and to approve the attached Appropriation Adjustment to distribute those funds to the Chief Executive Office, Office of Emergency Management.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept \$125,000 from the 2012 Disaster Corps Phase II Grant Program to further develop, expand, and enhance the County's Disaster Corps Program originally funded by the 2010 Disaster Corps Grant Program.
2. Approve the attached Appropriation Adjustment in the amount of \$125,000 to distribute funding to the Office of Emergency Management.
3. Delegate authority to the Chief Executive Officer or his designee to execute, on behalf of the County, the agreement with the State of California and all future amendments, modifications, extensions, and augmentations as necessary.
4. Adopt the attached Governing Body Resolution, which authorizes the Chief Executive Officer or his designee to execute, on behalf of the County, all future amendments, modifications, extensions, and augmentations as necessary.

"To Enrich Lives Through Effective And Caring Service"

***Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only***

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Funding for the 2010 Disaster Corps Grant Program (DCGP) and the 2012 Disaster Corps Phase II Grant Program (Phase II) is provided by the Department of Homeland Security and is administered by the CaliforniaVolunteers Commission, Office of the Governor, to further support the development, expansion, and enhancement of State and local governments' ability to use volunteer resources in the event of a disaster.

The original DCGP was accepted by the Board on October 12, 2010, and provided \$231,000 to the Chief Executive Office, Office of Emergency Management (OEM) to fund one contracted volunteer coordinator position and the instruction costs for 200 volunteers in the County of Los Angeles Operational Area (OA). OEM was authorized to proceed with the solicitation and purchases of goods and services necessary to implement the program.

The Phase II award of \$125,000 continues funding for one volunteer coordinator and other expenses related to program operations. OEM intends to extend the existing contractor's term to February 28, 2013, which is the conclusion date of Phase II.

The CaliforniaVolunteers Commission aims to develop a statewide cadre of 1,000 Disaster Corps Volunteers that can deploy locally to neighboring jurisdictions or statewide in response to a resource request. By participating in the original 2010 DCGP and in Phase II, the OA was a founding member of the Disaster Corps and has access to trained volunteers from around the State. Through this program, the OA will test, implement, and refine the Disaster Corps program model, enhance coordination with non-governmental organizations active in disasters, and work to improve the management of spontaneous unaffiliated volunteers during response.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Activities related to this grant address the following County Strategic Plan goal:

- Goal No. 5: Public Safety, Strategy 2 - Disaster Planning: Evaluate and refine a coordinated countywide catastrophic disaster plan to ensure workforce and resident readiness and preparedness in the event of a large-scale emergency.

FISCAL IMPACT/FINANCING

This grant is funded by the Department of Homeland Security as distributed by the CaliforniaVolunteers Commission, Office of the Governor through Disaster Corps Grant Program. No County match of funds is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CaliforniaVolunteers Commission has provided the OA with specific guidelines for the administration, management, and utilization of these funds. These guidelines detail the activities and expenditures that are eligible for reimbursement.

CONTRACTING PROCESS

The proposed grant agreement with the State of California will be entered into and administered by the Chief Executive Officer under delegated authority as approved by your Board. The term of the contractor, previously hired under the original DCGP, will be extended for the duration of Phase II funding. The attached agreement has been reviewed by County Counsel and is the same or is substantially similar to the final document.

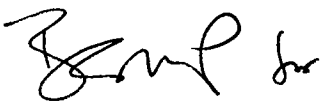
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Phase II provides funding that will allow the County to continue to implement and support the Disaster Corps program.

CONCLUSION

Upon execution by the Board of Supervisors, please send a copy of the adopted Board letter and the signed Governing Body Resolution to OEM for processing.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:GM:SW
RW:JO:MI:llm

Attachments

c: Executive Office, Board of Supervisors
County Counsel

Governing Body Resolution for 2012 Disaster Corps Grant

BE IT RESOLVED BY THE Board of Supervisors OF THE County of Los Angeles THAT

Chief Executive Officer , OR

Chief Deputy, Chief Executive Office , OR

Deputy, Chief Executive Office , OR

Chief Program Specialist, Chief Executive Office

is hereby authorized to execute for and on behalf of the named legal applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance through the Disaster Corps Grant administered by California Volunteers.

Passed and approved this 1st day of May, 2012

Certification

I, Zev Yaroslavsky, duly appointed and
(Name)

Chair of the Los Angeles County Board of Supervisors
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved

by the Board of Supervisors of the County of Los Angeles on the
(Governing body) (Name of Applicant)

1st day of May, 2010²

Chair, Board of Supervisors

(Official Position)

(Signature)

(Date)

MAY 01 2012



ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By Sachelle Smithman, Deputy

**AUTHORIZED AGENTS,
DISASTER CORPS GRANTS**

William T Fujioka, Chief Executive Officer
Chief Executive Office
713 Kenneth Hahn Hall of Administration
500 W. Temple Street
Los Angeles, CA 90012

Brence Culp, Chief Deputy Chief Executive Officer
Chief Executive Office
713 Kenneth Hahn Hall of Administration
500 W. Temple Street
Los Angeles, CA 90012

Georgia Mattera, Senior Assistant Chief Executive Officer
Chief Executive Office
713 Kenneth Hahn Hall of Administration
500 W. Temple Street
Los Angeles, CA 90012

Ronald E. Wade, Chief Program Specialist/Assistant Administrator
Chief Executive Office / Office of Emergency Management
1275 N. Eastern Avenue
Los Angeles, CA 90063
Phone: (323) 980-2260
Fax: (323) 881-6897
E-Mail: rwade@ceooem.lacounty.gov

Keith Harrison, Chief Program Specialist/Acting Administrator
Chief Executive Office / Office of Emergency Management
1275 N. Eastern Avenue
Los Angeles, CA 90063
Phone: (323) 980-2269
Fax: (323) 881-6897
E-Mail: kharrison@ceooem.lacounty.gov

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BA FORM 09/09

BOARD OF
SUPERVISORS
OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICE

DEPT'S.
NO. 060

May 1, 2012

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2011-12

4 - VOTES

SOURCES

Emergency Preparedness and Response
Federal - Grant
A01-OE-90-9031-12600
Increase Revenue

\$125,000

USES

Emergency Preparedness and Response
Services and Supplies
A01-OE-2000-12600
Increase Appropriation

\$125,000

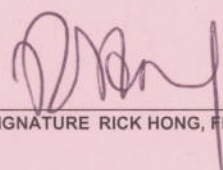
SOURCES TOTAL: \$ 125,000

USES TOTAL: \$ 125,000

JUSTIFICATION

Appropriation adjustment is necessary to accept funding for the 2012 Disaster Corps Grant. This adjustment will recognize \$125,000 in grant funds provided by the federal Department of Homeland Security and awarded by California Volunteers, Office of the Governor. These funds will be used to provide resources for developing, expanding, and enhancing state and local governments' abilities to use disaster volunteer reserves.

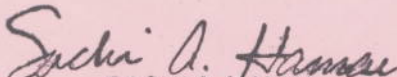
ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES


AUTHORIZED SIGNATURE RICK HONG, FISCAL OFFICER, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

17

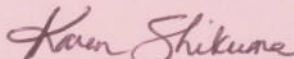
MAY 1 2012


SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ---☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY



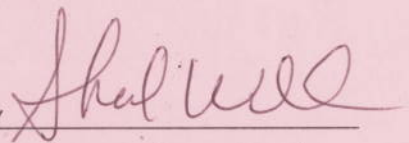
B.A. NO. 156

April 30 20 12

☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY


April 30 20 12

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

DVP03Y2-02

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

OPR / California Volunteers

CONTRACTOR'S NAME

Los Angeles County Office of Emergency Management

2. The term of this Agreement is: May 1, 2012 through February 28, 2013

3. The maximum amount of this Agreement is: **\$125,000.00**
One Hundred Twenty-Five Thousand Dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	6 pages
Attachment 1 – Volunteer Coordinator Duty Statement	1 page
Exhibit B – Payment Provisions and Budget Detail	1 page
Exhibit C* – General Terms and Conditions	GTC 610
www.ols.dgs.ca.gov/Standard+Language	
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	8 pages
Exhibit E – Standard Assurances and Certifications (Attached hereto as part of this agreement)	12 pages
Exhibit F* – Homeland Security Grant Program	
http://www.fema.gov/pdf/government/grant/hsgp/fy09_hsgp_guidance.pdf	
Exhibit G* – FY 2010 HSGP Supplemental Guidance	
http://www.calema.ca.gov/EMS-HS-HazMat/Documents/HSGP/10/FY10HSGPSupplementGuidance.pdf	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Office of Emergency Management

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Ronald E. Wade, Chief Program Specialist, OEM

ADDRESS

1275 N. Eastern Ave., Los Angeles, CA 90063

STATE OF CALIFORNIA

AGENCY NAME

California Volunteers

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Karen Baker, Secretary of Service and Volunteering

ADDRESS

770 L Street, Suite 1160, Sacramento, CA 95814

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A
Scope of Work

PURPOSE OF CONTRACT

The purpose of this grant is to provide funding for the further development/enhancement of the Disaster Corps program and Operational Area Volunteer Coordination. The funding will support ongoing and new work to implement the Disaster Corps program and develop volunteer coordination plans and procedures within the Operational Area.

SCOPE OF WORK

1. As part of the 2012 Disaster Corps Phase II Grant contract, the subgrantee will register up to 100 Disaster Corps Volunteers (in addition to those registered during the first grant) by the end of the grant's performance period, perform up to 100 DOJ/FBI security screenings and CPR and First Aid training, and all other typing and training activities as provided in the 2012 Disaster Corps Phase II Grant Request for Applications.
2. These services shall be provided during the contract period, which is May 1, 2012, through February 28, 2013.
3. The project representatives during the term of this agreement will be:

State Agency: CaliforniaVolunteers	Contractor: Los Angeles County Office of Emergency Management
Name: Sharron Leao	Name: Ronald E. Wade
Phone: (916) 327-1081	Phone: (323) 980-2270
Fax: (916) 445-8317	Fax: (323) 458-6351

Direct all inquiries to:

State Agency: CaliforniaVolunteers	Contractor: Los Angeles County Office of Emergency Management
Section/Unit: Disaster Volunteering and Preparedness	Section/Unit:
Attention: Mike Staley	Attention: Jeanne O'Donnell
Address: 770 L Street, Suite 1160 Sacramento, CA 95814	Address: 1275 N. Eastern Ave. Los Angeles, CA 90063
Phone: (916) 445-6687	Phone: (323) 980-2227
Fax: (916) 445-8317	Fax: (323) 881-6897

EXHIBIT A
Scope of Work

4. **Volunteer Coordinator**

The volunteer coordinator will perform the duties as attached in attachment 1, Volunteer Coordinator Duty Statement.

5. **Project Description**

The subgrantee has identified, through the course of the application process, a list of objectives, task descriptions, milestones, and deliverables that will be accomplished through the performance period of the grant.

In addition, the Disaster Corps Phase II grant is requiring a mandatory final report deliverable. The final report will identify achievements, challenges and how they were overcome, and best practices developed by the subgrantee as a result of this grant.

The project description is summarized on pages 3 – 6.

EXHIBIT A
Scope of Work

Project Description			
Task Description	Deliverables	Milestones	Completion date
Objective A – Implementing the Disaster Corps Program			
<ol style="list-style-type: none"> 1. Promote and administer the Disaster Corps program and use of the Disaster Volunteer Network in the OA and register new Disaster Corps programs. 2. Conduct education and outreach to OA CERT programs to promote standardized practices and pathways to Disaster Corps. 3. Convene and Chair Operational Area Advisory Board (OAAB) Citizen Corps and Volunteering Committee as a vehicle for coordination among OA CERT and disaster volunteer programs. 4. Process DOJ/FBI background checks for an additional 100 Disaster Corps candidates. 	<ol style="list-style-type: none"> 1. Provide activity logs, training agendas, minutes and action item reports from ten (10) meetings. 2. Provide DVN registration logs and three (3) DVN training sessions. 3. Background checks for 100 Disaster Corps members. 4. Provide reports and presentation materials created or received. 5. Participate in at least one (1) the California Volunteers State CERT Workgroup; VCCC Meeting agendas and minutes. 6. Publish newsletter format of volunteer activities in the OA to be distributed to program partners and posted online. 	<ol style="list-style-type: none"> 1. Complete DVN training by September 2012. 2. Attend 10 disaster volunteer, CERT or Coordinator meetings to promote and recruit Disaster Corps members by February 2013. 3. Participate in one statewide exercise by 2013. 4. Conduct 3 meetings of the VCCC by February 2013. 	2/28/2013

EXHIBIT A
Scope of Work

Project Description			
Task Description	Deliverables	Milestones	Completion date
Objective B – Improving the Capacity to Manage Spontaneous Volunteers			
<p>1. Support, facilitate meetings, or conduct training classes for local jurisdictions and affiliated volunteer programs on organizing and implementing emergency volunteer centers for spontaneous volunteers.</p> <p>2. Support the use of existing forms and reporting systems for intake and tracking.</p>	<p>1. Provide activity logs, meeting minutes, action item reports documenting attendance and participation in four (4) meetings or workshops.</p> <p>2. Provide presentation materials created or received.</p> <p>3. Update the existing SUV Plan.</p> <p>4. Develop and conduct 4 SUV workshops, provide copies of materials, agendas, and sign-in sheets.</p>	<p>1. Attend 4 meetings/workshops in support of spontaneous volunteer management by January 2013.</p>	1/30/2013

EXHIBIT A
Scope of Work

Project Description			
Task Description	Deliverables	Milestones	Completion date
Objective C -- Outreach and Integrations of NGO's into county emergency planning			
1. Conduct or facilitate meetings with nongovernmental organizations, including community- and faith-based organizations and Voluntary Organizations Active in Disasters (VOAD), to build and expand voluntary agency capabilities to support all phases of emergency management.	1. Provide agenda, minutes, action items reports, and sign-in sheets from two (2) meetings. 2. Provide log of NGO's requesting access to the DVN. 3. Draft DVN procedures for use in the County EOC. 4. Draft procedure and checklist to initiate DC requests for use in the County EOC.	1. Participate in at least two (2) planning meetings by December 2013. 2. Provide at least two (2) training sessions on the DVN.	12/30/2012
2. Work with NGOs to populate the DVN with their volunteer data and create procedures for working with NGOs on issues of volunteering during EOC activations.			

EXHIBIT A
Scope of Work

Project Description			
Task Description	Deliverables	Milestones	Completion date
Objective D – Improving Capacity to Manage Volunteers			
<ol style="list-style-type: none"> 1. Explore feasibility of establishing an OA partner agency trainer cadre. 2. Evaluate the feasibility of an "open ended" Disaster Volunteer Mutual Aid Plan (DVMAP) similar to the policy established in Orange County with their CERT Mutual Aid Plan (CMAP). 3. Conduct or facilitate joint agency volunteer training involving practical skills through local, regional, and county-wide drills, classes, and refreshers. 	<ol style="list-style-type: none"> 1. Provide activity logs, meeting minutes, and action item reports of participation in four (4) meetings and workshops relating to volunteer response, reporting and recovery protocols. 2. Provide two feasibility reports: one on a training cadre, one on volunteer mutual aid plan. 3. Provide meeting minutes and action item reports from three (3) exercise design meetings. Sign-in sheets and After Action report for the exercise. 	<ol style="list-style-type: none"> 1. Submit an analysis of training cadre implementation by November 2012. 2. Submit an analysis of draft volunteer mutual aid plan to the VCCC by November 2012. 3. Participate in at least one (1) disaster volunteer exercise by February 2013. 	2/28/2013

**Attachment 1 - Volunteer Coordinator Duty Statement
DVP03Y2-02**

Objective	Activity	Percent
A. Implementing Disaster Corps Program	1. Promote and administer the Disaster Corps program and use of the Disaster Volunteer Network in the OA.	20%
	2. Conduct education and outreach to OA CERT programs to promote standardized practices and pathways to Disaster Corps. Collaborate and coordinate with CERT programs to optimize consistency on issues of common interest such as training, curriculum, credentialing, mutual response, etc.	20%
	3. Convene and Chair OAAB Citizen Corps and Volunteering Committee as a vehicle for coordination among OA CERT and disaster volunteer programs.	10%
B. Improving Capacity to Manage Spontaneous Volunteers	1. Support meetings or conduct training classes for local jurisdictions and affiliated volunteer programs on organizing and implementing emergency volunteer centers for spontaneous volunteers. Support the use of existing forms and reporting systems for intake and tracking.	10%
C. Outreach and Integration of NGO's into Planning	1. Conduct or facilitate meetings with NGOs including community- and faith-based organizations and Voluntary Organizations Active in Disasters (VOAD), to build and expand voluntary agency capabilities in support of all phases of emergency management. Work with NGOs to populate the DVN with their volunteer data and create procedures for working with NGOs on issues of volunteering during EOC activations.	20%
D. Improving Capacity to Manage Volunteers	1. Evaluate the feasibility of establishing an OA partner agency trainer cadre.	5%
	2. Evaluate the feasibility of an "open ended" Disaster Volunteer Mutual Aid Plan (DVMAP) similar to the policy established in Orange County with their CERT Mutual Aid Plan (CMAP).	5%
	3. Conduct or facilitate joint agency volunteer training involving practical skills through local, regional and county-wide drills, classes and refreshers. This objective includes the provision of Disaster Volunteer Management training and practical exercises such as volunteer intake, screening, staging, operations and deployment and principles of Incident Command System (ICS) for volunteers responding to incidents.	10%

EXHIBIT B
Payment Provisions and Budget Detail

PAYMENT PROVISIONS

1. Invoicing and Payment

- a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the subgrantee for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- b) Invoices shall include the Agreement Number and shall submit one (1) original copy not more frequently than monthly in arrears to:

CaliforniaVolunteers
Attn: DVP Grants
770 L Street, Suite 1160
Sacramento, CA 95814

- c) Invoices must be accompanied by a progress report.

2. Budget Contingency Clause

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

BUDGET DETAIL

See attachment - Exhibit B, "Budget Form and Narrative".

Exhibit B - Budget Form and Narrative
DVP03Y2-02

Legal Applicant Name: County of Los Angeles Office of Emergency Management

Budget Summary						
Objective	Objective Name	Amount Requested by Category				Total Amount Requested
		Planning	Training	Exercise	Equipment	
		\$ 77,632.00	\$ 37,792.00	\$ 9,576.00	\$ -	\$ 125,000.00
A	Implement Disaster Corps Program	\$ 39,328.00	\$ 25,142.00	\$ -	\$ -	\$ 64,470.00
B	Improve Capacity to Manage Spontaneous Volunteers	\$ 9,576.00	\$ 8,750.00	\$ -	\$ -	\$ 18,326.00
C	Outreach and Integration of NGO's into Planning	\$ 19,152.00	\$ -	\$ -	\$ -	\$ 19,152.00
D	Improve Capacity to Manage Volunteers	\$ 9,576.00	\$ 3,900.00	\$ 9,576.00	\$ -	\$ 23,052.00

EXHIBIT D
Special Terms and Conditions

1. Contract Funding

This contract is being provided from funds provided to CaliforniaVolunteers (CV) from Federal Homeland Security resources provided by the California Emergency Management Agency (Cal EMA) Homeland Security Grant Program (HSGP) under Grant # 2010-0085, Cal EMA ID 000-92297, CFDA #97.067.

As such, subgrantees must follow all rules, requirements, and restrictions associated with the federal funding. Detailed information on the federal requirements can be found at:

http://www.fema.gov/pdf/government/grant/2010/fy10_hsgp_kit.pdf

2. Assurances and Certifications

Subgrantee agrees with Standard Assurances for persons/organizations receiving federal dollars and the Contractor Certification Clauses. The assurances and certification are attached as Exhibit E.

3. Catalog of Federal Domestic Assistance (CFDA) Information

The federal funding provided to a contractor under this agreement can be identified by the following:

CFDA Number:	97.067
Federal Grantor Agency:	U.S. Department of Homeland Security
Pass -Through Agency:	California Emergency Management Agency
Program Title:	FY10 Homeland Security Grant Program

4. Compliance with State & Federal Requirements

By entering into this agreement, the subgrantee agrees to comply with all federal and state requirements governing the Homeland Security Grant Program, including but not limited to Homeland Security Grant Program Guidance (Exhibit F) and California Supplement to the Federal Program Guidance and Application Kit (Exhibit G), all applicable federal regulations, and all applicable federal Office of Management and Budget (OMB) Circulars, memoranda, and guidance. Subgrantee shall be responsible for compliance with all applicable federal requirements, whether specifically referenced in this Agreement or not.

Standard Financial Requirements

Code of Federal Regulations

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=%2Findex.tpl>

Office of Management and Budget Circulars

http://www.whitehouse.gov/omb/circulars_default

5. Record Documentation, Verification and Retention

The subgrantee must maintain documentation for three years following the end date of this Agreement, as required in OMB Circular A-133, or for a longer period of time if indicated by CaliforniaVolunteers in communication regarding the grant closeout.

Subgrantees must provide backup documentation for expenditures occurring during the grant reporting period for which reimbursement is requested. Specifically, backup documentation for personnel costs must include a copy of staff timesheets or other documentation detailing the personnel expenditures. For travel expenses and other supplies include a copy of an invoice or receipt.

EXHIBIT D
Special Terms and Conditions

6. Consideration

The total amount payable for the subgrantee (hereafter and above referred to as Contractor) under this Agreement shall not exceed \$125,000.00. The consideration paid to the subgrantee shall be in compensation for the subgrantee's expenses, as approved in Exhibit B, "Budget Form and Narrative."

All grant funds must be expended by the end of the performance period (see #7). If subgrantee does not anticipate liquidating all grant funds within 60 days of the end of the performance period, subgrantee is required to notify California Volunteers by submitting a letter signed by an authorized agent. Upon receipt of the letter CV will disencumber the funds identified by the subgrantee.

7. Performance Period

The Performance Period will be from May 1, 2012 through February 28, 2013.

Subgrantees must have a fully executed contract in place prior to incurring any costs. If a contract is not in place by the start of the performance period indicated in this section, the program start date will be the date the contract is fully executed as indicated by the signatures on the contract.

8. Scope of Work

For the purposes of this agreement, the Scope of Work shall be deemed to include Exhibit A.

9. Budget Revisions

Any changes to the budget included in Exhibit B, "Budget Form and Narrative" that would result in a shift of funds between line items within a funding category in an amount equal to or greater than 10 percent of that line item must receive written approval from CV prior to the expenditure of these funds. Any changes that would move funds between project categories (e.g. from "Planning" to "Training") must receive prior written approval from CV. Moving funds between categories may require CV to obtain approval from Cal EMA before approving any subgrantee change. If requesting a change between project categories the subgrantee should assume that it could take at least 60 days to receive approval from all parties. In no instance may a budget revision result in a net increase in the total amount of funds provided by this grant.

Failure to receive prior approval for budget revisions may result in invoices being held until the budget changes are resolved and/or nonpayment for expenditures made without an approved budget revision.

10. Notification of Contractor Staff Changes

Subgrantees are required to notify CV of any key program or organizational staff changes within 14 working days of when the change occurs. Failure to provide notification on key partner and program or organizational staff changes will be noted and, in addition to any other contractual consequences, may become a factor in evaluating organizational capacity for future grant making processes.

11. Monitoring Actions

CV as well as other state and federal agencies shall have the right to monitor the Subgrantee's performance in accordance with this contract. CV may monitor the subgrantee for both program and fiscal compliance. Such monitoring may result in a subgrantee being required to repay funds found to be used inappropriately and/or develop and implement corrective action plan(s) to address issues or deficiencies found as a result of monitoring. Failure to comply with these requirements may result, at CV's discretion, in the withholding of payments until such time as the requirements are met, in addition to any other contractual consequences.

EXHIBIT D
Special Terms and Conditions

Subgrantee is required to fill out and return the Organizational Self-Assessment form regarding your organization's policies and procedures, fiscal management, and capacity to manage grant funds from CaliforniaVolunteers.

12. Allowable Costs or Grant Eligible Activities and Costs

All costs must be directly related to the creation and management of a project design which will yield deliverables and goals as listed in Exhibit A. "Scope of Work" and adhere to the federal requirements (see #1).

Allowable costs can only be associated with those allowed through the Homeland Security Grant Program under the categories of "Planning," "Training," "Exercise" and "Equipment". Through this grant, CV has already identified the grantee activities and deliverables as allowable costs. Subgrantees must separately track all expenses by category and will be required to report expenditures by category and line item when invoicing

13. Payments

In consideration of the services specified in the Exhibit A, CV will reimburse the subgrantee for approved, budgeted expenditures that have already been incurred. The subgrantee may not request funds for expenses that have not yet been paid.

Invoices requesting reimbursement for equipment need to include the following additional information attached: Copy of the invoice showing the invoice number and vendor, date equipment was acquired, ID tag number assigned to the equipment, and location where the equipment is stored.

Subgrantee is required to fill out and return the Payee Data Record (STD. 204) form when receiving payment from the State of California in lieu of IRS W-9.

Invoices must be submitted in the format and level of detail specified by CV. Invoices should be mailed to:

CaliforniaVolunteers
Attn: DVP Grants
770 L Street, Suite 1160
Sacramento, CA 95814

Invoices may be submitted as frequently as monthly, but not less than quarterly. Invoices must be accompanied by a progress report (see #16).

Invoices will not be processed for payment until they are determined by CV to include complete and correct information in the format required. When errors are identified on invoices submitted, CaliforniaVolunteers will return the invoice to the subgrantee for correction. CV may withhold payment from subgrantees if they are found to be out of compliance with any aspect of this contract until such time as the compliance issues are adequately addressed between the parties.

The subgrantee is prohibited from billing other federal, state, or local agencies for goods and/or services which have been billed and/or reimbursed to the subgrantee by CV.

CV must receive all final invoices and final closeout documents (See #14) by March 15, 2013 or reimbursement will be jeopardized.

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14. Contract Closeout Requirements

At the end of each performance period the subgrantee will be required to provide CV with documentations of the completion of program and fiscal requirements for the grant. These documents include the final progress report, final invoice, deliverables specified in Exhibit A and other documents that CV may determine are necessary to meet Cal EMA or DHS grant requirements. This allows both CV and the subgrantee to evaluate the program management and review program compliance. CV will withhold payment of the final invoice until all closeout documents are received.

15. Travel

Subgrantee travel and mileage reimbursements, while on approved program business, will be reimbursed based on the policies and rates determined by the California Department of Personnel Administration (DPA) for excluded state employees. These rates and policies can be found at <http://www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm>.

Reimbursement for travel expenses shall not be made for expenses incurred within 50 miles of the subgrantee home or headquarters.

If the subgrantee has different reimbursement rates for their employees, from those established by DPA, those rates may be used as long as they do not exceed the rates established by DPA.

Subgrantees must request and receive prior approval from CV for out-of-state travel with grant funds.

16. Reporting Requirements

Sub-grantees will submit a quarterly progress report to CaliforniaVolunteers. These reports must be submitted in the format and level of detail required by CV and should reflect the work accomplished for the respective reporting period. Subgrantees are required to submit progress reports to CV on the percentage of progress made for each of the tasks listed in the subgrantee's Scope of Work. These reports will be submitted in a format and level of detail specified by CV on the provided Progress Report Form.

Reports are due to the following schedule:

Reporting Period	Date Report Due to CaliforniaVolunteers
May 1, 2012 to July 31, 2012	August 15, 2012
August 1, 2012 to October 31, 2012	November 15, 2012
November 1, 2012 to December 31, 2012	January 15, 2013
January 1, 2013 to February 28, 2013	March 15, 2013

Reports should be submitted to:

CaliforniaVolunteers
Attn: DVP Grants
770 L Street, Suite 1160
Sacramento, CA 95814

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Reports may also be submitted via email to a staff person designated by CaliforniaVolunteers followed by a signed hard copy mailed to the address above.

17. Media Communications

All Subgrantees are required to identify a press contact person and provide the name, phone number and email address to CV.

In order to identify the Subgrantee's work as funded and supported by CV, all press releases, fact sheets, talking points and press interviews must include reference to CV name and/or logo on all printed materials.

Subgrantees must provide a copy of all materials or synopsis of interviews that relate to this grant to CV.

18. Communication

In order to further identify the subgrantee as a grantee of CV, all printed materials must reference the CV name and/or logo including, but not limited to, recruitment brochures, orientation materials, curriculum, signs, banners and publications, except those specifically designed for fundraising activities. The subgrantee must also include the following on all printed materials: "Supported with funds provided by the U.S. Department of Homeland Security - Grant # 2010-0085, Cal EMA ID 000-92297"

All subgrantees must include a link from the "home page" of their web site to CaliforniaVolunteers.org.

19. Adherence to Disaster Corps Program Guide

By entering into this agreement, the subgrantee agrees to adhere to the Disaster Corps requirements in the Disaster Corps Program Guide issued by CaliforniaVolunteers and complete all applicable forms listed on the Disaster Corps checklist.

20. Subcontracts

Subgrantees may enter in subcontracts, if included in the approved budget, to carry out the provisions of this Agreement.

Should the subgrantee enter into a subcontract, the Contractor shall:

- A. Remain liable for the performance of the terms and conditions of this Agreement.
- B. Assure that subcontractors comply with the requirements set for under Grant Guidelines
- C. Provide to the State, within 30 days of contract execution, the subcontractor's name, address, telephone number, contact person, contract amount, and program description of each subcontract to this Agreement.
- D. Require that subcontractors make all documents, papers, and records relevant to the work performed available to the State and/or Federal Granting Agency or their duly authorized representative for examination, copying, or mechanical reproduction on or off the premises of the Contractor or subcontractor upon request during usual working hours.
- E. Place on each of its subcontractors a provision that: "The contracting parties shall be subject to the examination and audit of the State Auditor General for a period of three years after the final payment under this agreement."
- F. Notify the State in writing within 30 days if any subcontractor under this Agreement is suspended or terminated. Additionally, in such a notice Contractor shall identify how the suspension or termination will impact the Contractor's budget and Scope of Work.
- G. Provide written notice to each subcontractor within 5 days from the date this Agreement is terminated or the date the State suspends this Agreement.

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- H. Request of each subcontractor the certification required regarding Debarment and Suspension as stated in the Grant Guidance.

21. Compliance with Rules, Regulations, and Procedures

Activities of Subgrantees with respect to this Agreement shall be conducted in accordance with pertinent Federal and State rules and regulations, including relevant Office of Management and Budget (OMB) circulars, and amendments thereto, the FY 2010 Homeland Security Grant Program Guidance (Exhibit F), and the FY 2010 HSGP Supplemental Guidance (Exhibit G).

The subgrantee has full fiscal and programmatic responsibility for managing all aspects of the contract and contract-supported activities, subject to the oversight of CV. The subgrantee is accountable to CV for its implementation of this Grant and the use of federal funds. The Subgrantee shall notify the appropriate CV representative immediately of any developments or delays that have significant impact on grant activities, any significant problems relating to the administrative or financial aspects of the grant, or any suspected misconduct or malfeasance related to the contract or Subgrantee. The subgrantee will inform CV of any corrective action taken or contemplated while performing the activities under this agreement. The subgrantee must notify CV and the Office of the Inspector General immediately of losses of federal funds or goods/services supported with federal funds, or when information discovered by someone at the program indicates that there has been waste, fraud or abuse, or any violation of criminal law at the program or at the sub-recipient. The Department of Homeland Security Office of Inspector General can be contacted at:

DHS Office of Inspector General/MAIL STOP 2600
Attention: Office of Investigations - Hotline
245 Murray Drive, SW, Building 410
Washington, DC 20528

22. Additional Guidance and Clarification

California Volunteers may from time to time issue communication to subgrantees transmitting additional guidance and/or clarification on activities or requirements related to the management of this grant. Subgrantees agree to comply with the guidance issued, and the terms and requirements of such communications are and will be incorporated into this Agreement, as if set out in full herein. In instances where the additional guidance issued after this Agreement is signed is in conflict with this Agreement, the guidance will take precedence.

23. Provisions for Federally Funded Contracts

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program or fiscal delays, which would occur if this Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if the United States Government makes sufficient funds available to the State for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds and if this reduces the amount of funds available for this program, this Agreement shall be amended to reflect such reduction.

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The State has the option to void this Agreement under the 30 day cancellation clause or to amend this Agreement to reflect any reduction of funds.

24. State Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Subgrantee or to furnish any other considerations under this Agreement and Subgrantee shall not be obligated to perform any provisions of this Agreement. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to subgrantee to reflect the reduced amount.

25. Property Purchased with State or Federal Funds

Subgrantee assures that all supplies, materials, equipment or services purchased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement. All equipment, materials, supplies or property of any kind purchased from funds advanced, reimbursed or furnished by the State under the terms of this Agreement and not fully consumed in the performance of this Agreement shall be the property of the State and shall be subject to the State's administrative policies regarding disposition of equipment.

Subgrantee assures that it shall exercise due care in the use, maintenance, protection and preservation of State owned property in Subgrantee's possession or any other property purchased by Subgrantee with State or Federal funds provided hereunder.

26. Address for the State

All notices, correspondence, and fiscal and programmatic reports submitted by the Subgrantee to the State pursuant to the terms of this Agreement shall be made by deposit in the U.S. Mail, first class, postage paid, and addressed as follows:

CaliforniaVolunteers
Attn: DVP Grants
770 L Street, Suite 1160
Sacramento, CA 95814

All notices shall be deemed effective upon receipt by the State.

27. Audit Reports

Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in *Government Auditing Standards, 2003 Revision*.

- A. A private, non-profit subgrantee shall submit to the State 1 copy of the required audit report within 9 months of the end of the Subgrantee's fiscal year. The audit reports are to be submitted to the following address:

CaliforniaVolunteers
Attn: DVP Grants
770 L Street, Suite 1160
Sacramento, CA 95814

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- B. Local governmental entities shall submit to the State one copy of the required audit report within 30 calendar days after the completion of the audit, but no later than one year after the end of the audit period. The audit reports must be submitted to the address stated above.

Local governmental agencies shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

State Controller
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

Where services or funds under this Agreement are provided to, for, or by, a wholly owned, or wholly-controlled, subsidiary of the Subgrantee, the Subgrantee hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with the paragraph. Said required audit report shall be made available to the State.

28. Rights on Data

The State reserves the right to use and reproduce all reports, data produced and delivered and any other copyrightable material produced pursuant to this Agreement and reserves the right to authorize others to use or reproduce such materials.

29. Definitions

Department of Homeland Security: The Federal department providing disaster preparedness grant dollars under the State Homeland Security Program and Urban Areas Security Initiative.

Office of Management and Budget (OMB): The Office of the President that oversees and coordinates the Administration's procurement, financial management, information, and regulatory policies. In each of these areas, OMB's role is to help improve administrative management, to develop better performance measures and coordinating mechanisms, and to reduce any unnecessary burdens on the public.

Homeland Security Grant Program: is one tool among a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the nation against risks associated with potential terrorist attacks.

Subgrantee: for the purposes of this Agreement means the direct recipient of Federal funds granted by the State through this grant award. The terms and conditions of this grant award legally bind the Subgrantee.

California Emergency Management Agency

FY2010 Grant Assurances

(All HSGP Applicants)

Name of Applicant: County of Los Angeles OEM
Address: 1275 N. Eastern Avenue
City: Los Angeles State: CA Zip Code: 90063
Telephone Number: 323 980-2260 Fax Number: 323 881-6897
E-Mail Address: rwade@ceooem.lacounty.gov

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
2. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
4. Will comply with any cost sharing commitments included in the FY2010 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
5. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
6. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.

7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.
9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
10. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
11. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
12. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.
13. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
14. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
15. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of structures.
16. Will comply with all Federal and State Statutes relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

- g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
 - i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
 - j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
 - k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 - l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
17. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
 18. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more.
 19. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.
 20. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are

discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.

21. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
22. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
 - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (EO12898) and Environmental Quality (EO11514).
 - b. Notification of violating facilities pursuant to EO 11738.
 - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
 - d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
 - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
 - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
23. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
24. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
25. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.

26. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
27. Has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
- Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.
 - In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
28. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
29. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
30. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
31. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
32. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
33. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.
34. Agrees that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 - If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member

- of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
35. Agrees that equipment acquired or obtained with grant funds:
- a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
 - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
36. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
37. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.
38. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
39. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
40. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
41. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
42. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.

43. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2010 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2010 Homeland Security Grant Program application. Further, use of FY10 funds is limited to those investments included in the California FY10 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.
44. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension".
45. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
- a. The applicant certifies that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
46. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs;and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice, Office of Justice Programs
ATTN: Control Desk
633 Indiana Avenue, N.W.
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
47. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
48. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: **Ronald E. Wade**

Title: **Chief Program Specialist** Date: _____

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Los Angeles OEM		<i>Federal ID Number</i> n/a
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Ronald E. Wade, Chief Program Specialist		
<i>Date Executed</i> 		<i>Executed in the County of</i> Los Angeles

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



California Volunteers

Organizational Self-Assessment

Disaster Corps Phase II Grant

Organization Name: County of Los Angeles CEO/Office of Emergency Management

Below are questions regarding your organization's policies and procedures, fiscal management, and capacity to manage grant funds from California Volunteers. Please answer each question to the best of your knowledge. If you have additional information, please provide it in the designated space below and check the "Explanation Below" to indicate that there is an explanation provided.

Question	Yes	No	Explanation Below
1. Organization is a 501(c)(3) Nonprofit or public agency.	✓		
2. Organization has a written Policies and Procedures Manual that governs fiscal and programmatic activities.	✓		
3. Organization has systems for general financial management tasks which include: bank reconciliations, process for review of budget to actual expenditures, completion and review of annual financial statements, separation of duties, clear approval authorizations for purchases and disbursement of funds.	✓		
4. Organization has the ability to separately track and report on all funds received under this grant without comingling them with other funds managed by the organization.	✓		
5. Organization has the ability to separately track staff time by both funding source and activity supported by the staff time. (i.e. within a fund source a staff person may work on a variety of activities that may need to be separately tracked as sub-categories under that fund source.)	✓		
6. Organization has a policy for maintaining supporting documentation for all expenditures to ensure a clear audit trail.	✓		
7. Organization reports budget and fiscal issues to a board of directors on a regular basis. If so, how frequently?	✓		✓
8. Organization issues annual reports on the fiscal health of the organization. If so, when was the last report issued?	✓		✓



California Volunteers

9. Is the organization subject to regular independent audits? How frequently are you audited? When was the last audit performed? Are you subject to an A-133 Audit as a result of receiving federal funds?

The County receives significant federal funding and is subject to an annual Single Audit. The most recent audit was conducted in 2010-2011.

10. Please provide any explanations indicated for questions 1-7 above.

The County reports budget and fiscal issues to a Board of Supervisors on a regular basis, minimally once a year.

I certify that the statements made in this assessment are true, complete and correct to the best of my knowledge.

Ronald E. Wade
Name (please print)

Chief Program Specialist
Position/Title (please print)

Signature

Date

Organization Contact Information:

1275 N. Eastern Avenue

Los Angeles

CA

90063

Address

City

State

Zip Code

(323) 980-2260

(323) 881-6897

Phone Number

Fax Number